



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

BIOLA UNIVERSITY INC.

**Granting limited powers of arrest pursuant to
California Penal Code section 830.7(b) only**



**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND BIOLA UNIVERSITY INC.**

This Memorandum of Understanding ("MOU") is entered into by and between the County of Los Angeles ("County"), acting by and through the Los Angeles County Sheriff's Department ("Sheriff's Department"), and Biola University Inc. ("University").

- A. WHEREAS, California Penal Code section 830.7(b) ("Section 830.7(b)") authorizes the Sheriff to grant persons who are not peace officers, but regularly employed as security officers for independent institutions of higher education, recognized under Section 66010(b) of the California Education Code, the authority to exercise the powers of arrest of a peace officer as specified in California Penal Code section 836 ("Section 836") during the course and within the scope of their employment if they, at a minimum, successfully complete a course in the exercise of such powers pursuant to California Penal Code section 832 ("Section 832"); and
- B. WHEREAS, the University is an independent institution of higher education, which lies within the jurisdiction of the Sheriff's Department; and
- C. WHEREAS, the University maintains a campus safety department comprised of University-employed security officers; and
- D. WHEREAS, the Sheriff agrees to grant certain limited powers of arrest to such University security officers as set forth in this MOU.

NOW, THEREFORE, the parties hereby agree as follows:

1. **PURPOSE**
 - 1.1 This MOU is entered into pursuant to Section 830.7(b) for the purpose of granting University security officers, who are not peace officers, the authority to exercise the powers of arrest of a peace officer as specified in Section 836. The MOU reserves the right of the Sheriff's Department to regulate and monitor the activities of any entity designated to restrict its citizens through the use of the powers granted herein.
2. **AUTHORITY GRANTED – PENAL CODE SECTION 830.7(B)**
 - 2.1 Pursuant to Section 830.7(b), the Sheriff hereby authorizes University security officers to exercise the powers of arrest of a peace officer as specified in Section 836 during the course and within the scope of their employment, subject to the conditions set forth in this MOU. The authority granted hereunder may be revoked at any time as to any or all University

security officers for any reason whatsoever at the sole discretion of the Sheriff.

- 2.2 Such limited arrest powers shall only be authorized by the Sheriff, and exercised by University security officers, when University security officers are on duty with the University campus safety department, performing their assigned duties within the University boundaries as set forth on Exhibit A, University Geographical Boundaries, of this MOU, and wearing the authorized uniform identifying the University security officer as a University employee.
- 2.3 The authority granted shall be restricted to the University boundaries as set forth on Exhibit A, University Geographical Boundaries, of this MOU. The authority granted does not extend to public thoroughfares outside the defined boundaries set forth on Exhibit A, University Geographical Boundaries, of this MOU or other properties owned, leased, or used by the University that do not lie within the defined boundaries set forth on Exhibit A, University Geographical Boundaries, of this MOU.
- 2.4 University security officers shall not be considered peace officers, nor reserve deputies of the Sheriff's Department pursuant to California Penal Code section 830.75. This MOU is not intended to designate University security officers as agents of the County of Los Angeles, nor is it intended to provide personnel with any peace officer or public official status or any peace officer authority or power other than the proscribed powers of arrest per Section 836, which generally allows arrest based on probable cause.
- 2.5 Anyone arrested by University security officers shall, without unnecessary delay, be transported by University security officers to the Norwalk Sheriff's Station for review, evaluation, and, when appropriate, booking advice and approval. Such approval can only be granted by the concerned on-duty Sheriff's Department Watch Commander.
- 2.6 If necessary, the processing of an arrestee may be facilitated by or with the assistance of Sheriff's Department sworn personnel.
- 2.7 If any evidence is obtained during the course of an arrest, the University security officer shall ensure that such evidence is properly booked without unnecessary delay in accordance with Sheriff's Department procedures. The on-duty Sheriff's Department Watch Commander shall review the concerned property report completed by the booking University security officer.
- 2.8 The University and its security officers shall have no authority granted pursuant to Section 830.7(b), and shall not commence any activity pursuant to this MOU, until the documents evidencing all Required Insurance,

including Certificates and required endorsements, have been submitted to County in accordance with Paragraph 9.2.5 below and reviewed by the County for compliance with the terms of this MOU.

3. QUALIFICATIONS AND REQUIRED TRAINING STANDARDS

- 3.1 In order to exercise the authority as specified in Section 830.7(b), a University security officer shall meet all of the following:
1. Be employed full-time by the University as a full-time University security officer in good standing.
 2. Meet the minimum standards of training prescribed by the California Commission on Peace Officer Standards and Training as set forth in Section 832.
 3. Meet further reasonable qualifications for employment deemed necessary by the Sheriff's Department.
 4. Be included on a roster of those security officers authorized by the University to make an arrest in circumstances specified in Section 836. A copy of such roster shall be forwarded to the Sheriff's Department within seventy-two (72) hours after any changes.

4. TERM OF MOU

- 4.1 The term of this MOU shall commence upon execution by both parties and terminate June 30, 2024, unless sooner, extended or terminated, in whole or in part, as set forth herein.
- 4.2 The term of this MOU may be extended upon the mutual consent of the parties. Any such extension shall be in the form of a written amendment in accordance with Section 5, Amendments, of this MOU.
- 4.3 Nine (9) months prior to the expiration of this MOU, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this MOU pursuant to Paragraph 4.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this MOU. Absent mutual agreement by the parties within the time frame, this MOU shall expire at the conclusion of the then existing term.
- 4.4 Notwithstanding the above, either party may terminate this MOU, in whole or in part, for any reason whatsoever, with thirty (30) calendar days advance written notice.

5. AMENDMENTS

- 5.1 All changes, modifications, or amendments to this MOU, must be in the form

of a written Amendment executed by both parties.

6. COMPLIANCE WITH APPLICABLE LAWS

- 6.1 In the performance of this MOU, the University shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this MOU are hereby incorporated herein by reference.

7. GOVERNING LAW

- 7.1 This MOU shall be governed by, and construed in accordance with, the laws of the State of California. The parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOU and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8. INDEMNIFICATION

- 8.1 The University shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents, and volunteers from and against any and all liability, including but not limited to; demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the acts and/or omissions of the University, its officers, employees, agents, and volunteers, arising from and/or relating to this MOU.
- 8.2 It is the intent of the parties to this MOU that the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers shall have no financial liability or obligation resulting from any acts or omissions by the University, its officers, employees, agents, and volunteers in connection with the activities authorized under this MOU. And, if there is any such financial liability or obligation during the term of this MOU, then the University shall be fully and solely responsible for such financial liability or obligation as between the parties to this MOU.

9. INSURANCE

- 9.1 Without limiting University's indemnification of County, and in the performance of this MOU, the University shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 9.15 of this MOU. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the University pursuant to this MOU. The County in no way warrants that the Required Insurance is sufficient to protect the University against liabilities which may

arise from or relate to this MOU.

9.2 Evidence of Coverage and Notice to County

9.2.1 Certificate(s) of insurance coverage ("Certificate") satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the University's General Liability policy, shall be delivered to County at the address shown below and provided.

9.2.2 Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to University's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required University insurance policies at any time.

9.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this MOU by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the University identified as the contracting party in this MOU. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

9.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the University, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

9.2.5 Certificates and copies of any required endorsements shall be sent to:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Hall of Justice
211 West Temple Street, 7th Floor
Los Angeles, California 90012

9.2.6 The University also shall promptly report to County any injury or property damage accident or incident, including any injury to a University employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to the University. University also shall

promptly notify County of any third party claim or suit filed against University which arises from or relates to this MOU, and could result in the filing of a claim or lawsuit against the University and/or County.

9.3 Additional Insured Status and Scope of Coverage

9.3.1 The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively, "County and its Agents") shall be provided additional insured status under University's General Liability policy with respect to liability arising out of University's ongoing and completed operations performed pursuant to this MOU. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the University's acts or omissions, whether such liability is attributable to the University or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

The inclusion of County and its Agents as insured is not, and shall not, make them, or any of them, a partner or joint venture with the University in the University's operations pursuant to this MOU.

9.3.2 The University's insurance policies shall contain a contractual enforcement which shall state, "Such insurance as is afforded by this policy shall also apply to liability assumed by the insured under the MOU between the insured and the County of Los Angeles, pursuant to the provisions of California Penal Code section 830.7(b)."

9.4 Cancellation of or Changes in Insurance

9.4.1 The University shall provide County with, or University's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) calendar days in advance of cancellation for non-payment of premium and thirty (30) calendar days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the MOU, in the sole discretion of the County, upon which the County may suspend or terminate this MOU.

9.5 Failure to Maintain Insurance

- 9.5.1 The University's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the MOU, upon which County immediately may suspend or terminate this MOU. County, at its sole discretion, may obtain damages from University resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to University, pursue University reimbursement.

9.6 Insurer Financial Ratings

- 9.6.1 Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

9.7 University's Insurance Shall Be Primary

The University's insurance policies, with respect to any claims related to this MOU, shall be primary with respect to all other sources of coverage available to the University. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any University coverage.

9.8 Waivers of Subrogation

- 9.8.1 To the fullest extent permitted by law, the University hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this MOU. The University shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

9.9 Deductibles and Self-Insured Retentions (SIRs)

- 9.9.1 The University's policies shall not obligate the County to pay any portion of any University deductible or SIR. The County retains the right to require University to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing University's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.10 Claims Made Coverage

- 9.10.1 If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of

this MOU. University understands and agrees it shall maintain such coverage for a period of not less than three (3) years following MOU expiration, termination or cancellation.

9.11 Application of Excess Liability Coverage

9.11.1 The University may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

9.12 Separation of Insureds

9.12.1 All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

9.13 Alternative Risk Financing Programs

9.13.1 The County reserves the right to review, and then approve, the University's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

9.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

9.15 Insurance Coverage

9.15.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$2 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

9.15.2 Automobile Liability insurance (providing scope of coverage

equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the University's use of autos pursuant to this MOU, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.15.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$2 million per accident. If applicable to the University's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

9.15.4 Sexual Misconduct Liability insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

9.15.5 The County shall have no liability for any premiums charged for the Required Insurance.

10. NOTICES

10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt, or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street, 7th Floor
Los Angeles, California 90012
Phone: (213) 229-1647

10.3 Notices to the University shall be addressed as follows:

Biola University
Depart of Campus Safety
Attn: Chief John Ojeisekhoba
Address: 13800 Biola Avenue
La Mirada, California 90639
Phone: (562) 903-4877

11. VALIDITY

11.1 If any provision of this MOU or the application thereof to any person or circumstance is held invalid, the remainder of this MOU and the application of such provision to other persons or circumstances shall not be affected thereby.

12. WAIVER

12.1 No waiver by any party of any breach of any provision of this MOU shall constitute a waiver of any other breach or of such provision. Failure of the parties to enforce at any time, or from time to time, any provision of this MOU shall not be construed as a waiver thereof.

13. ENTIRE AGREEMENT

13.1 This MOU, including any Exhibits, and any executed Amendments hereto or thereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this MOU. No change to this MOU shall be valid unless prepared pursuant to Section 5, Amendments, of this MOU and signed by both parties.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND BIOLA UNIVERSITY INC.**

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized representatives on the dates written below.

COUNTY OF LOS ANGELES

By: _____

Date: 04/03/19

BIOLA UNIVERSITY INC.

By: _____

Date: March 6, 2019

APPROVED AS TO FORM

Mary C. Wickham



Exhibit A

University Geographical Boundaries

- 13800 Biola Ave., La Mirada, CA 90369
- 13501 La Mirada Boulevard, La Mirada, CA 90638 (Welch Apartments)
- 13601 La Mirada Boulevard, La Mirada, CA 90638 (Li Apartments)
- 13701 La Mirada Boulevard, La Mirada, CA 90639 (Thompson Hall)
- 14311 Rosecrans Ave., La Mirada, CA 90638 (La Mirada Apartments)
- 14339 Rosecrans Ave., La Mirada, CA 90638 (Rosecrans Apartments #1)
- 14345 Rosecrans Ave., La Mirada, CA 90638 (Rosecrans Apartments #2)
- 14353 Rosecrans Ave., La Mirada, CA 90638 (Rosecrans Apartments #3)
- 14357 Rosecrans Ave., La Mirada, CA 90638 (Rosecrans Apartments #4)
- 14509 Rosecrans Ave., La Mirada, CA 90638 (Rosecrans Apartments #5)
- 14533 Rosecrans Ave., La Mirada, CA 90638 (Tropicana Apartments)
- 14615 Rosecrans Ave., La Mirada, CA 90638 (Tradewinds Apartments)
- 14641 Rosecrans Ave., La Mirada, CA 90638 (Beachcomber Apartments)
- 14653 Rosecrans Ave., La Mirada, CA 90638 (Lido Mirada Apartments)
- 14540 San Cristobal Drive, La Mirada, CA 90638 (Rancho)
- 12625 La Mirada Blvd., La Mirada, CA 90638 (Biola Professional Building).

See map on following page.

